

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Docket HWCA 20091998  
Consent Order

General Environmental Management of  
Rancho Cordova, LLC, dba PSC  
Environmental Services of Rancho  
Cordova, LLC

Health and Safety Code  
Section 25187

11855 White Rock Road  
Rancho Cordova, CA 95742

EPA ID: CAD980884183

Respondent.

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1. INTRODUCTION

1.1. Parties. The California Department of Toxic Substances Control (Department) and General Environmental Management of Rancho Cordova, LLC, dba PSC Environmental Services of Rancho Cordova, LLC (Respondent) enter into this Consent Order (Order) and agree as follows:

1.2. Site. Respondent generates, handles, treats, stores, and/or disposes of hazardous waste at the following site: 11855 White Rock Road, Rancho Cordova, CA 95742 (Site).

1.3. Inspection. The Department inspected the Site on March 11, 19, and 23, 2009.

1.4. Authorization Status. The Department authorized Respondent to manage hazardous waste by a Hazardous Waste Facility Permit (HWFP) issued on March 21, 2007.

1.5. Jurisdiction. Health and Safety Code, section 25187, authorizes the Department to order action necessary to correct violations and to assess a penalty when the Department determines that any person has violated specified provisions of the Health and Safety Code or any permit, rule, regulation, standard, or requirement issued or adopted pursuant thereto.

1.6. Full Settlement. By their respective signatures below, the Parties, and each of them, agree that this Order, and all of the terms contained herein, are fair, reasonable, and in the public interest. This Order shall constitute full settlement of the violations alleged below. By agreeing to this Order, the Department does not waive any right to take further enforcement actions within its jurisdiction and involving either the Respondent(s) or the Site, except to the extent provided in this Order.

1.7. Hearing. Respondent waives any and all rights to a hearing in this matter.

1.8. Admissions. Respondent admits the violations described below.

## 2. VIOLATIONS ALLEGED

2. The Department alleges the following violations:

2.1. Respondent violated Health & Safety Code, section 25202, subdivision (a), and section 25200.19, subdivision (c)(3); California Code of Regulations section 66270.30, subdivision (a); and, HWFP, Part V, subsection II, in that on numerous occasions Respondent exceeded the permitted facility limit of 82,302 gallons of waste in containers (other than roll-off bins). Respondent also stored hazardous waste on transport vehicles which, if unloaded, would exceed the permitted capacity of the originating unit at the hazardous waste facility.

2.2. Respondent violated Health & Safety Code, section 25202, subdivision (a); California Code of Regulations, title 22, section 66270.30, subdivision (a); and, HWFP Operations Plan Section VI (C), in that on multiple occasions Respondent stored hazardous waste in the Loading and Unloading Areas overnight. Respondent's Operation Plan specifies that waste will not be left in the Loading and Unloading Area, outside of a truck, overnight.

2.3. Respondent violated Health & Safety Code, section 25201, subdivision (a); section 25202, subdivision (a); and, California Code of Regulations, title 22, 66270.30, subdivision (a); and, HWFP Operation Plan Section VIII(F)(1), in that on multiple occasions Respondent stored hazardous waste in loaded trailers outside the boundary of the permitted facility. Respondent also moved loaded transport vehicles out of the Loading and Unloading Areas before the generator or transporter signed the manifests.

2.4. Respondent violated Health & Safety Code, section 25200.19, subdivision (c)(1), in that on numerous occasions hazardous waste moved into the Loading and Unloading Area was not moved directly between trucks and the authorized units and was left in the Loading and Unloading Area for more than that incidental period of time that is necessary to safely and effectively move the waste between the transport vehicle and the authorized unit. The area was used for more than just the loading and unloading of trucks. Containers in the Loading and Unloading Area were generally sampled, fingerprinted, marked and labeled, and then placed into the appropriate hazardous waste management unit for storage.

2.5. Respondent violated California Code of Regulations, title 22, section 66264.177, subdivision (c), in that a drum labeled as "oxidizer" was stored on a wooden

pallet without secondary containment in Unit C while Respondent staff were consolidating flammable hazardous waste nearby.

### 3. SCHEDULE FOR COMPLIANCE

3. Respondent shall comply with the following:

3.1.1. Respondent has returned to compliance in regard to violations alleged.

3.1.2. Respondent shall maintain records documenting the volumes of hazardous waste within the facility and shall maintain the ability to provide documentation of the volume of hazardous waste at the facility from the effective date of the Order to present day of operation as part of the facility's operating record pursuant to California Code of Regulations, title 22, 66264.73 until closure of the facility. The hazardous waste volume may be substantiated either by maintaining daily hard copy reports or by maintaining the ability to generate and print a report from the electronic operating record for any date. The report shall list the volume of waste in each individual permitted unit, the loading and unloading area, inbound trailers, outbound trailers, and the total facility, each separately. The report shall assume all containers are full for the purpose of calculating compliance with permitted unit and total facility capacity. The total volume of waste at the facility shall include waste loaded on inbound or outbound trailers that are at the facility, and listed on a Hazardous Waste Manifest specifying the facility as the Generator or Designated Facility. Respondent shall, within sixty days of the effective date of this Order, submit a permit modification request to

include the above as part of the operating record requirement of its hazardous waste facility permit.

3.1.3. Respondent shall, at all times, comply with its Operation Plan, Sections VIII.E.1.b and VI.D.6.b, which state that incoming waste will be moved into Area A for processing and outgoing waste will be moved into Area A for staging. These hazardous waste handling processes shall not take place in the Loading and Unloading Area. Respondent shall conduct hazardous waste unloading and loading operations in accordance with Section VI-4 of the Operations Plan and California Health & Safety Code Section 25200.19.

3.1.4. Respondent shall make all payments at the time(s) and in accord with any other conditions set forth in Section 5 (Penalty) below.

3.2. Submittals. All submittals from Respondent pursuant to this Order shall be sent to:

Paul S. Kewin  
Supervising Hazardous Substances Scientist I  
Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, California 95826-3200

3.3. Communications. All approvals and decisions of the Department made regarding such submittals and notifications shall be communicated to Respondent in writing by the appropriate Branch Chief, or his/her designee. No informal advice, guidance, suggestions, or comments by the Department shall relieve Respondent of its obligation to obtain required formal approvals.

3.4. Department Review and Approval. If the Department determines that any report, plan, schedule, or other document submitted for approval pursuant to this Order fails to comply with this Order or fails to protect public health or safety or the environment, the Department may:

- (a) Modify the document and approve the document as modified, or
- (b) Return the document to Respondent with recommended changes and a date by which Respondent must submit to the Department a revised document incorporating the recommended changes.

3.5. Compliance with Applicable Laws. Respondent shall carry out this Order in compliance with all local, State, and federal requirements, including but not limited to requirements to obtain permits and to assure worker safety.

3.6. Endangerment during Implementation. In the event that the Department determines that any circumstance or activity (whether or not pursued in compliance with this Order) is creating an imminent or substantial endangerment to the health or welfare of people on the Site, in the surrounding area, or to the environment, the Department may order Respondent to stop further implementation of this Order for such period of time as is needed to abate the endangerment. Any deadline in this Order directly affected by a Stop Work Order under this section shall be extended by the term of such Stop Work Order.

3.7. Liability. Nothing in this Order shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of Respondent's operations, except as provided in this Order. Notwithstanding

compliance with the terms of this Order, Respondent may be required to take such further actions as are necessary to protect public health or welfare, or the environment.

3.8. Site Access. Access to the Site shall be provided at all reasonable times to employees, contractors, and consultants of the Department, and any other agency having jurisdiction. The Department and its authorized representatives shall have the authority to enter and move freely about all property at the Site at all reasonable times for purposes including but not limited to: inspecting records, operating logs, and contracts relating to the Site; reviewing the progress of Respondent in carrying out the terms of this Order; and conducting such tests as the Department may deem necessary. Nothing in this Order is intended to limit in any way the right of entry or inspection that any agency may otherwise have by operation of any law.

3.9. Sampling, Data, and Document Availability.

3.9.1. Respondent shall permit the Department and/or its authorized representatives to inspect and copy all sampling, testing, monitoring, and/or other data (including, without limitation, the results of any such sampling, testing and monitoring) generated by Respondent, or on Respondent's behalf, in any way pertaining to work undertaken pursuant to this Order.

3.9.2. Respondent shall allow the Department and/or its authorized representatives to take duplicates or splits of any samples collected by Respondent pursuant to this Order. Respondent shall maintain a central depository of the data, reports, and other documents prepared pursuant to this Order. All such data, reports,

and other documents shall be preserved by Respondent for a minimum of six years after the conclusion of all activities under this Order.

3.9.3. If the Department requests that some or all of these documents be preserved for a longer period of time, Respondent shall either:

- (a) comply with that request,
- (b) deliver the documents to the Department, or
- (c) notify the Department in writing at least six months prior to destroying any documents prepared pursuant to this Order and permit the Department to copy the documents prior to destruction.

3.10. Government Liabilities. Neither the State of California nor the Department shall be liable for injuries or damages to persons or property resulting from acts or omissions by Respondent, or related parties, in carrying out activities pursuant to this Order. Neither the State of California nor the Department shall be held as a party to any contract entered into by Respondent or its agents in carrying out activities pursuant to the Order.

3.11. Incorporation of Plans and Reports. All plans, schedules, and reports that were submitted by Respondent pursuant to the violations set forth above, and/or this schedule for compliance, and were approved by the Department are hereby incorporated into this Order.

3.12. Extension Requests. If Respondent is unable to perform any activity or submit any document within the time required under this Order, the Respondent may, prior to expiration of the time, request an extension of time in writing. The extension request shall include a justification for the delay.



3.13. Extension Approvals. If the Department determines that good cause exists for an extension, it will grant the request and specify in writing a new compliance schedule.

#### 4. OTHER PROVISIONS

4.1. Penalties for Noncompliance. Failure to comply with the terms of this Order may subject Respondent to costs, penalties and/or damages, as provided by Health and Safety Code, section 25188, and other applicable provisions of law.

4.2. Parties Bound. This Order shall apply to and be binding upon Respondent and its officers, directors, agents, employees, contractors, consultants, receivers, trustees, successors, and assignees, including but not limited to individuals, partners, and subsidiary and parent corporations, and upon the Department and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Order.

4.3. Privileges. Nothing in this Agreement shall be construed to require any party to waive any privilege. However, the assertion of any privilege shall not relieve any party of its obligations under this Order.

4.4. Time Periods. "Days" for the purpose of this Order means calendar days.

4.5. Captions and Headings. Captions and headings used herein are for convenience only and shall not be used in construing this Order.

4.6. Severability. If any provision of this Order is found by a court of competent jurisdiction to be illegal, invalid, unlawful, void or unenforceable, then such provision shall be enforced to the extent that it is not illegal, invalid, unlawful, void, or unenforceable, and the remainder of this Order shall continue in full force and effect.

4.7. Entire Agreement. This Order contains the entire and only understanding between the Parties regarding the subject matter contained herein and shall supercede any and all prior and/or contemporaneous oral or written negotiations, agreements, representations and understandings and may not be amended, supplemented, or modified, except as provided in this Order. The Parties understand and agree that in entering into this Order, the Parties are not relying on any representations not expressly contained in this Order.

4.8. Counterparts. This Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

4.9. Non-Waiver. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

## 5. PENALTY

5.1. Respondent shall pay the Department the total sum of \$600,000 which includes \$26,000 as reimbursement of the Department's costs incurred in connection with this matter.

5.2. Payment is due as follows:

- a. \$200,000, of which \$174,000 is penalty and \$26,000 is reimbursement, is due and payable within 30 days from the effective date of this order.
- b. \$200,000 is due and payable on December 31, 2010.
- c. \$200,000 is due and payable on April 8, 2011.

5.3. Respondent's check(s) shall be made payable to Department of Toxic Substances Control, shall identify the Respondent and Docket Number, as shown in the caption of this case, and shall be delivered together with the attached Payment Voucher to:

Department of Toxic Substances Control  
Accounting Office  
1001 I Street, 21st Floor  
P. O. Box 806  
Sacramento, California 95812-0806

A photocopy of the check(s) shall be sent to:

Paul S. Kewin  
Unit Chief  
Enforcement & Emergency Response Program  
Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, California 95826-3200

and

Joseph F. Smith  
Senior Staff Counsel  
Office of Legal Counsel  
Department of Toxic Substances Control  
1001 I Street, MS 23A  
P.O. Box 806  
Sacramento, California 95812-0806

5.4. If Respondent fails to make payment as provided above, Respondent agrees to pay interest at the rate established pursuant to Health and Safety Code section 25360.1 and to pay all costs incurred by the Department in pursuing collection including attorney's fees.

## 6. PUBLIC COMMENT

6. This Order shall be subject to a public comment period for not less than 30 days after execution by the parties. DTSC may modify or withdraw its consent to the Order if comments received disclose facts or considerations that indicate that the Order is inappropriate, improper, or inadequate.

## 7. EFFECTIVE DATE

7. The Effective Date of the Order shall be the last day of the public comment period set forth in Section 6 above, unless the Department notifies the Respondent within five days of the end of the public comment period of its intent to modify or withdraw its consent to the Order.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_  
General Environmental Management of  
Rancho Cordova, LLC  
Respondent

Dated: \_\_\_\_\_

\_\_\_\_\_  
Gale Filter  
Deputy Director  
Enforcement and Emergency Response  
Program  
Department of Toxic Substances Control